

ATTACHMENT B

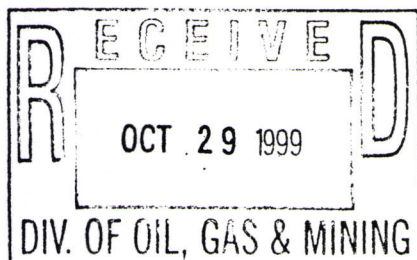
FORM MR-5

January 7, 1999

Bond Number

Permit Number M/049/001

Mine Name KEIGLEY QUARRY



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned STAKER PAVING AND CONSTRUCTION COMPANY, INC., as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of SIX HUNDRED FIFTEEN THOUSAND FIVE HUNDRED dollars (\$ 615,500.00*****).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 23RD day of MARCH, 1989, that 400 acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract. of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

STAKER PAVING AND CONSTRUCTION COMPANY, INC.

Principal (Permittee)

S. Val Staker

By (Name typed):

President

Title

[Signature]

Signature

10/15/99
Date

Surety Company

LIBERTY MUTUAL INSURANCE COMPANY

Company Officer

TINA DAVIS, ATTORNEY-IN-FACT

Title/Position

[Signature]

Signature

60 EAST SOUTH TEMPLE, STE. 1600

Surety Company Address

SALT LAKE CITY, UTAH 84111

City, State, Zip

10/15/99
Date

Page 3
MR-5 (revised January 7, 1999)
Attachment B

Bond Number _____
Permit Number M/049/001
Mine Name KEIGLEY QUARRY

SO AGREED this 9 day of November, 1999.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Lowell P. Braxton
Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

On the 15TH day of OCTOBER, 1999, personally appeared before me
TINA DAVIS who being by me duly sworn
did say that he/she, the said TINA DAVIS is the ATTORNEY-IN-FACT
of LIBERTY MUTUAL INSURANCE COMPANY and duly acknowledged that said instrument
was signed on behalf of said company by authority of its bylaws or a resolution of its board of
directors and said
TINA DAVIS duly acknowledged to me that said company executed
the same, and that he/she is duly authorized to execute and deliver the foregoing obligations;
that said Surety is authorized to execute the same and has complied in all respects with the laws
of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

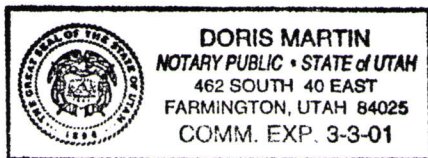
Signed: _____

Surety Officer

Title: TINA DAVIS, ATTORNEY-IN-FACT

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 15TH day of OCTOBER, 1999.



Doris Martin
Notary Public
Residing at: FARMINGTON, UTAH

My Commission Expires:

3/3/01, 19

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACK. SOUND.

This Power of Attorney limits the act of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint,

VICKI SORENSEN, JACE PEARSON, TINA DAVIS, DORIS MARTIN, KAREN HONE, ALL OF

THE CITY OF SALT LAKE CITY, STATE OF UTAH.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00****) each, and the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Assistant Secretary Garnet W. Elliott is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 10th day of August, 1999.

LIBERTY MUTUAL INSURANCE COMPANY

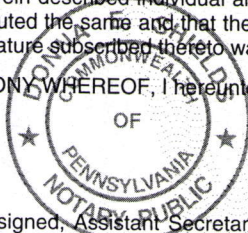
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 10th day of August, A.D. 1999, before me, a Notary Public, personally came the individual, known to me to be the therein described individual and officer of Liberty Mutual Insurance Company who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the said preceding instrument is the corporate seal of said company; and that said corporate seal and his signature subscribed thereto was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Plymouth Meeting, PA, the day and year first above written.



NOTARIAL SEAL
DONNA E. SHIELDS, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Feb. 2, 2002
CERTIFICATE

Donna E. Shields
Notary Public

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the chairman or the president to appoint any attorney-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate may be signed by facsimile under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15TH day of OCTOBER, 1999.



[Signature]
Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 10, 2001.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

ATTACHMENT "A"

<u>Staker Paving and Construction Co., Inc.</u>	<u>Keigley Quarry</u>
Operator	Mine Name
<u>M/049/001</u>	<u>Utah</u> County, Utah
Permit Number	

The legal description of lands to be disturbed is:

The lands to be disturbed, consisting of approximately 400 acres, are located within the following described areas:

SW1/4 Section 15; N1/2 SE1/4, SE1/4 SE1/4, Section 16; Section 22;
SW1/4 SW1/4 Section 23; W1/2 NW1/4 Section 26, NE1/4, E1/2 NE1/4 NW1/4
Section 27; Township 9 South, Range 1 East, SLB&M.